

DYKEMA GOSSETT LLP  
333 SOUTH GRAND AVENUE  
SUITE 2100  
LOS ANGELES, CALIFORNIA 90071

**DYKEMA GOSSETT LLP**  
DEREK S. WHITEFIELD, SBN: 165731  
333 South Grand Avenue  
Suite 2100  
Los Angeles, California 90071  
Telephone: (213) 457-1800  
Facsimile: (213) 457-1850  
[dwhitefield@dykema.com](mailto:dwhitefield@dykema.com)

**WALLACE KING DOMIKE & REISKIN, PLLC**  
TERRI S. REISKIN (admitted pro hac vice)  
ERIC C. TEW (admitted pro hac vice)  
2900 K Street, NW  
Harbourside, Suite 500  
Washington, DC 20007  
Telephone: (202) 204-1000  
Facsimile: (202) 204-1001  
[treiskin@wallaceking.com](mailto:treiskin@wallaceking.com)  
[etew@wallaceking.com](mailto:etew@wallaceking.com)

Attorneys for Defendant  
MERCEDES-BENZ USA, LLC

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

ARUTYUN MARSIKIAN, individually  
and on behalf of a class of similarly  
situated individuals,

Plaintiff,

vs.

MERCEDES-BENZ USA, LLC and  
DOES 1-500, inclusive,

Defendant.

Case No. CV 08-04876 AHM (JTLx)

**PROTECTIVE ORDER**  
**GOVERNING THE PROTECTION**  
**AND EXCHANGE OF**  
**CONFIDENTIAL MATERIAL**

The parties having stipulated to the entry of this ORDER in the Stipulation  
Governing the Protection and Exchange of Confidential Material,

IT IS HEREBY ORDERED that the following procedures shall be adopted with  
respect to certain material and other information produced and/or disclosed in this  
action which are identified as confidential.

DYKEMA GOSSETT LLP  
333 SOUTH GRAND AVENUE  
SUITE 2100  
LOS ANGELES, CALIFORNIA 90071

1           1.       Until further order of the Court or stipulation of Plaintiff Arutyun  
2 Marsikian (“Plaintiff”) and Defendant Mercedes-Benz USA, LLC (“MBUSA”), all  
3 discovery provided by the parties in this action, including, but not limited to, initial  
4 disclosures, responses to interrogatories, requests for production of documents and  
5 admissions, and depositions of employees, former employees, or consultants, shall be  
6 subject to this Order.

7           2.       In responding to written discovery, the parties may designate any  
8 portion of their responses which contain “trade secrets,” as that term is defined in Cal.  
9 Civil Code § 3426.1, or other material which constitutes proprietary research,  
10 development or commercial information that is not generally available to MBUSA’s  
11 competitors or the public at large, by marking the material as “Confidential” or “Subject  
12 to Protective Order”, in a manner which will not interfere with its legibility. Such  
13 confidential information includes, but is not limited to, proprietary design and  
14 engineering information and documents, engineering drawings, design drawings,  
15 manufacturing specifications, quality assurance documents, customer information,  
16 marketing research, advertising budgets, company financial information that is not  
17 otherwise available to the public, and warranty data. Except as set forth herein,  
18 discovery material designated “Confidential” shall be used or disseminated only for the  
19 purpose of prosecuting or defending this action, including appeals, and not for any other  
20 litigation or any other purpose whatsoever.

21           3.       In the event that deposition testimony contains the type of information  
22 described in paragraph (2) above, the parties may designate such deposition testimony  
23 “Confidential” by advising the court reporter and/or videographer on the record at the  
24 time such testimony is given or within 7 business days after receipt of the transcript of  
25 the deposition by notifying opposing counsel in writing of the page and line numbers of  
26 the testimony deemed “Confidential.” Any testimony reading from or directly  
27 referencing confidential documents is automatically deemed to be confidential,  
28 including any confidential documents used as deposition exhibits. Every deposition

DYKEMA GOSSETT LLP  
333 SOUTH GRAND AVENUE  
SUITE 2100  
LOS ANGELES, CALIFORNIA 90071

1 shall be treated as “Confidential” for a period of seven (7) days after receipt of the  
2 transcript by all counsel.

3 4. Any such Confidential information as described above which the parties  
4 shall provide to opposing counsel in this action shall only be disclosed to the parties  
5 and/or attorneys or immediate employees of their trial counsel’s law firms, and any  
6 other individuals to whom disclosure is reasonably necessary to assist in the preparation  
7 of this case for trial, such as the parties’ consultants, experts, and prospective witnesses.

8 5. Any recipient of such Confidential information shall not disclose the  
9 same to any other person to whom disclosure is not authorized by the terms of this  
10 Protective Order and shall not use such Confidential information for purposes other than  
11 preparation for trial or settlement of this action. Any recipient of such Confidential  
12 information shall exercise reasonable and appropriate care with regard to the storage,  
13 custody, and/or use of such Confidential information in order to ensure that the  
14 confidential nature of the same is maintained.

15 6. Any recipient of such Confidential information, by accepting receipt  
16 thereof, agrees to be subject to the jurisdiction of the Court in which this matter is  
17 pending, in connection with any proceeding or hearing relating to such Confidential  
18 information and/or this Protective Order, including but not limited to, any proceeding  
19 relating to the enforcement of this Protective Order.

20 7. Any recipient of such Confidential information (except the parties’  
21 attorneys, their employees, the court and court personnel), prior to receipt thereof, shall  
22 be furnished with a copy of this Protective Order, and shall be required to execute an  
23 acknowledgment letter of the type attached hereto as Exhibit 1, certifying that the  
24 recipient will not disclose such Confidential information to any person to whom  
25 disclosure is not authorized by the terms of this Protective Order, that the recipient will  
26 not use any such Confidential information in any way whatsoever other than for  
27 purposes of prosecuting or defending this action and that the recipient has read this  
28 Protective Order and is fully familiar with and agrees to be bound by its terms.

8. There shall be no dissemination whatsoever of such Confidential information that is disclosed to opposing counsel except to those authorized to receive such information pursuant to this Order.

CONFIDENTIAL

10. Information designated as “Confidential” may be referred to by the parties in notices, motions, briefs, or any other pleadings, may be used in depositions, and may be marked as deposition exhibits in this action. No such information shall be used, however, for any of these purposes unless it, or the portion where it is revealed, is appropriately marked and protected from dissemination, and, where filing is necessary, separately filed under seal with the Court in accordance with the procedures set forth in paragraph (9) above.

12. This Protective Order shall not limit the right of the respective parties to disclose their own confidential discovery material to any persons or entities of their own

1 choosing who are providing assistance to them in this litigation. Such disclosure shall  
2 not waive the protection of this Order.

3 13. After the conclusion of this action, this Order shall continue to apply to  
4 all Confidential information provided by the parties to opposing counsel and to the  
5 parties' consultants, experts, and prospective witnesses under this Order, and the Court  
6 shall retain jurisdiction over all recipients of such Confidential information for purposes  
7 of enforcing the provisions of this Order.

8 14. All documents and copies of documents designated as "Confidential"  
9 shall be returned to the producing party or shredded by opposing counsel at the  
10 conclusion of this case, including all appeals, at opposing counsel's expense. Counsel  
11 for each of the parties agrees to represent in writing that the documents have been  
12 returned or destroyed in accordance with this provision.

13 15. In the event that any party disagrees with the designation of any item as  
14 "Confidential" and subject to this Protective Order, that party shall send a written notice  
15 to opposing counsel specifying the items in question. In the event that the parties  
16 cannot reach an agreement concerning the confidentiality of the item, the party seeking  
17 to protect the confidentiality of the items shall proceed to file a motion with this Court  
18 requesting a determination as to whether the items are properly subject to this Protective  
19 Order. The moving party shall have the burden of establishing confidentiality. Any  
20 such items shall continue to be treated as confidential and subject to this Protective  
21 Order until such time as this Court rules that they are not confidential.

22 16. Neither Plaintiff nor MBUSA, or their respective counsel, experts or  
23 other persons retained by them to assist in the preparation of this action shall under any  
24 circumstances sell, offer for sale, advertise or publicize either the contents of  
25 confidential information or the fact that MBUSA may have produced confidential  
26 information in connection with this litigation.

27 17. This Order shall not be used, disclosed or cited by any party hereto in  
28 connection with any other proceeding, except in connection with a motion seeking

1 enforcement of the provisions of this Order or if compelled by subpoena, court order or  
2 other legal process. If so compelled, the producing party shall notify the other parties  
3 hereto within five (5) days of receipt of the subpoena, court order or other legal process.

4 18. The provisions of Federal Rule of Evidence 502 apply to inadvertent  
5 production of documents or other objects protected by the attorney-client privilege or  
6 work-product privilege.

7  
8 Dated: November 12, 2008

/s/Jennifer T. Lum

Jennifer T. Lum  
United States Magistrate Judge

DYKEMA GOSSETT LLP  
333 SOUTH GRAND AVENUE  
SUITE 2100  
LOS ANGELES, CALIFORNIA 90071

DYKEMA GOSSETT LLP  
333 SOUTH GRAND AVENUE  
SUITE 2100  
LOS ANGELES, CALIFORNIA 90071

EXHIBIT 1

Dated: \_\_\_\_\_, 200\_\_

**Re: Marsikian v. Mercedes-Benz USA, LLC, Case No. CV08-04876 (AHM)  
(C.D. Cal.)**

The undersigned hereby acknowledges that he/she has read, is fully familiar with, and understands the terms of the Protective Order entered in the above-entitled action on or about \_\_\_\_\_, 2008, that he/she is going to be a proper recipient of Confidential information as contemplated by the Protective Order, that he/she will not disclose Confidential information to any person to whom disclosure is not authorized by the terms of the Protective Order, that he/she will not use Confidential information in any way whatsoever other than for purposes of the above-entitled action, and that he/she agrees to be bound by the terms of the Protective Order, including the terms of Paragraphs 6 and 13 relating to personal jurisdiction over the undersigned.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

PAS01\88936.1  
ID\SHV